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17 UNITED STATES DISTRICT COURT

18 FOR THE NORTHERN DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA FOR THE
20 USE AND BENEFIT OF:

21 NORTHERN CALIFORNIA GLAZIERS,
22 ARCHITECTURAL METAL AND GLASS
23 WORKERS PENSION TRUST FUND, et al.

24 Plaintiffs,
25 v.

26 WESTERN SURETY COMPANY, a South
27 Dakota Corporation, et al.

28 Defendants.

Case No.: C14-1326 RS

**STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE, SUBJECT TO
THE COURT RETAINING
JURISDICTION OF THE ACTION TO
ENFORCE SETTLEMENT
AGREEMENT; and [PROPOSED]
ORDER THEREON**

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30 TO THE HONORABLE JUDGE RICHARD SEEBORG, UNITED STATES DISTRICT
31 COURT JUDGE, NORTHERN DISTRICT OF CALIFORNIA:

32 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiffs NORTHERN
33 CALIFORNIA GLAZIERS, et al. ("Plaintiffs"), and Defendants WESTERN SURETY
34 COMPANY, a South Dakota Corporation, and GLEN/MAR CONSTRUCTION, INC., a Oregon

1 Corporation (collectively “Defendants”), as follows:

2 1. A full and final settlement of the above-titled action has been agreed to by all
3 parties. Therefore, the parties respectfully request that this action be dismissed without prejudice,
4 subject to the Court retaining jurisdiction of the action to enforce the settlement terms below.

5 2. Defendants shall make full payment of the agreed-upon settlement amount to
6 Plaintiffs by August 18, 2014.

7 3. In the event Defendants fail to make full payment by August 18, 2014, or if
8 Defendants' payment fails to clear the bank, Plaintiffs are authorized to request immediate entry of
9 Judgment against Defendants in the settlement amount, less any payments made, solely upon
10 declaration by a duly authorized representative of Plaintiffs. The Court shall enter Judgment
11 against Defendants upon such declaration.

12 4. The parties' settlement is contingent upon this Court agreeing to reserve and retain
13 jurisdiction of this action to enforce the terms of the parties' settlement.

14 Dated: August 12, 2014

SCHWABE, WILLIAMSON & WYATT

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By: /S/

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Jeremy T. Vermilyea
Attorneys for Defendants

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Dated: August 12, 2014

**SALTZMAN AND JOHNSON LAW
CORPORATION**

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By: /S/

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Erica J. Russell
Attorneys for Plaintiffs

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IT IS SO ORDERED.

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24 Pursuant to the stipulation between the parties, the above titled case shall be dismissed
25 without prejudice while the Court reserves and retains jurisdiction of this action and the parties to
enforce the term of the parties' settlement. 

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Dated: 8/19/2014

A blue ink signature of the name "Richard Schaefer" is written in a cursive, flowing script. The signature is positioned above a solid horizontal blue line.

UNITED STATES DISTRICT COURT JUDGE